

**General Terms and Conditions of Contract
of THE DIGITALE GmbH
for the provision of services
(as of January 20th 2025)**

1. Area of application

(1) The parties to the contract are exclusively THE DIGITALE GmbH (hereinafter also referred to as "THE DIGITALE") and the customer. Changes to the organizational structure of THE DIGITALE do not affect the validity of concluded contracts. Third parties are neither authorized nor obligated by this contract, unless this is expressly agreed. The contract does not establish any power of representation for the other party. If THE DIGITALE uses subcontractors to provide its services, THE DIGITALE shall remain the sole contractual partner of the customer. No contract is concluded between the customer and the subcontractor. The contractual agreements between THE DIGITALE and the customer shall apply exclusively.

(2) THE DIGITALE's offers and services are aimed exclusively at entrepreneurs and legal entities under public law or special funds under public law. An entrepreneur is a natural or legal person or a partnership with legal capacity which, when entering into a legal transaction, acts in the exercise of its commercial or independent professional activity; a partnership with legal capacity is a partnership which has the capacity to acquire rights and enter into obligations.

(3) Contractual conditions of the customer which deviate from the contractual conditions of THE DIGITALE shall not become part or content of the contract, not even through the silence of THE DIGITALE or reference to letters of the customer with such contractual conditions or through unconditional acceptance of an offer or unconditional provision of services by THE DIGITALE. Deviating individual agreements between the parties remain reserved.

2. Subject matter of the contract

The object of the contract is the provision of the agreed services THE DIGITALE in return for the agreed remuneration. The contract does not establish an employment relationship or a connection under company law.

3. Services of THE DIGITALE

(1) The content and scope of THE DIGITALE's services are determined by the service description at the time the contract is concluded. THE DIGITALE does not owe any further quality or performance. In particular, the customer cannot derive such an obligation from other representations in public statements or in THE DIGITALE's advertising, unless THE DIGITALE has expressly confirmed the additional quality.

(2) Any information on the properties of the products/services, technical data, specifications and performance data or descriptions serve solely to describe the performance of the products/services. Service descriptions do not constitute guarantees or assurances of the properties of THE DIGITALE's services.

(3) THE DIGITALE enables the customer to find out about the main functional features of THE DIGITALE's services before making a declaration to conclude the contract. The customer bears the risk as to whether these correspond to his wishes and needs. In case of doubt, the customer must seek advice from THE DIGITALE employees or expert third parties before concluding the contract.

(4) Deadlines for the provision of services by THE DIGITALE are not fixed deadlines, unless this has been expressly agreed. Performance deadlines shall be extended by the period in which THE DIGITALE is prevented from providing the service due to circumstances for which THE DIGITALE is not responsible, and by a reasonable start-up period after the hindrance has ceased.

(5) THE DIGITALE is entitled to provide partial services, unless acceptance of a partial service is unreasonable for the customer; this does not constitute an obligation to accept partial work services.

(6) THE DIGITALE is entitled to use third parties (hereinafter also referred to as "subcontractors") to provide its services, unless otherwise provided by law or expressly agreed.

(7) THE DIGITALE and any subcontractors commissioned by it shall provide the agreed services in countries of the European Union or the European Economic Area or in another country listed in the contract.

(8) If THE DIGITALE undertakes to provide services for the customer in return for payment, the contract shall be governed in this respect by service contract law (Sections 611 et seq. BGB), unless otherwise agreed. Such services which are governed by service contract law are, for example, (i) consulting or support for the customer, for example in the context of an analysis or in the creation of a strategy, a concept or in advertising campaigns; (ii) the maintenance of a website; (iii) editorial services; (iv) services in connection with search engine marketing (SEM), in particular for search engine optimization (SEO).

(9) If THE DIGITALE undertakes to create a work for the customer in return for payment as a work result and to provide this to the customer permanently in return for payment, the contract shall be governed in this respect by the law on contracts for work and services (Sections 631 et seq. BGB). Such services, which are governed by the law on contracts for work and services and therefore also require acceptance by the customer, are, for example, (i) the development of software or (ii) the creation of content, such as texts, design elements and graphics.

(10) If THE DIGITALE undertakes to provide the customer with content permanently in return for payment, the contract is governed in this respect by sales law (§§ 433 ff. BGB). If THE DIGITALE undertakes to supply movable items to be manufactured or produced by THE DIGITALE against payment and to make them permanently available, the applicable provisions shall be governed by sales law in accordance with § 651 BGB.

(11) If THE DIGITALE undertakes to provide the customer with content for a limited period of time in return for payment, the contract shall be governed in this respect by rental contract law (§§ 535 ff. BGB).

(12) THE DIGITALE is entitled to deliver Content to the customer on a data carrier of its choice (e.g. USB stick) (hereinafter: "offline distribution") or to make it available for download via the Internet (e.g. WWW or FTP) (hereinafter: "online distribution"). In the case of online distribution, the delivery obligation is fulfilled as soon as the content is available for download and THE DIGITALE has informed the customer of this. If THE DIGITALE maintains a website for the customer or the customer otherwise provides THE DIGITALE with the access data to the server on which the content of the website is stored, THE DIGITALE is also entitled to fulfill its obligation to supply the content by storing the content on the server.

4. Special regulation for the use of artificial intelligence

(1) THE DIGITALE shall use artificial intelligence ("AI"), including AI systems, including general purpose AI systems that generate synthetic audio, image, video or text content (e.g. ChatGPT, Midjourney etc.), at its reasonable discretion in accordance with Section 315 of the German Civil Code ("BGB") for the provision of the agreed services, in particular for the creation of content and work results. If the customer does not wish to use AI, it must expressly inform THE DIGITALE of this when placing the order.

(2) The parties agree that under applicable law there are no copyrights or ancillary copyrights to AI-generated services. The subject matter of the contract in relation to AI-generated

services is therefore the establishment of de facto access to these services and the granting of a final and permanent actual possibility of use in return for payment of the agreed remuneration.

(3) The customer is responsible for assessing whether the AI-generated services are suitable for the contractually intended use and can be used lawfully. In particular, the customer must observe the terms of use of the provider of the respective AI system. THE DIGITALE shall provide the customer with appropriate support in this regard.

(4) THE DIGITALE shall deploy employees and subcontractors who are adequately familiar with the specific risks of the respective AI system and have been trained to avoid potential infringements of intellectual property rights. However, THE DIGITALE is neither obliged nor in a position to make a legally binding assessment of whether the use of AI-generated services is permissible (e.g. under competition or personality rights law) or whether third-party property rights (e.g. copyrights) are infringed, in particular whether the respective content (output) represents an adaptation that is not sufficiently distant from a protected work and may therefore only be published or exploited with the consent of the author or rights holder in accordance with Section 23 UrhG.

(5) THE DIGITALE draws the customer's attention to the fact that the use of AI in the development of software and/or the creation of other content / work results entails further risks in addition to the special features mentioned in paragraphs (2) and (4), which may distinguish the result of the service from a purely human-controlled service. These include, for example, false information (e.g. so-called hallucinations) and violations of personality rights.

(6) The customer is aware of these legal and technical risks of using AI-generated services and accepts them with knowledge of the above.

5. Rights of use

(1) Insofar as THE DIGITALE is obliged to provide the customer with rights to content and/or work results, the following provisions shall apply, insofar as these are not AI-generated services in accordance with Clause 4.

(2) The customer shall receive from THE DIGITALE a spatially unlimited and non-exclusive, non-transferable and non-sublicensable right to use the content and/or the work results (e.g. individual software or website designs and interface programming) to the contractually agreed extent.

(3) If the Customer receives rights of use to Content from THE DIGITALE, the right of use includes the right to make the Content available to the public (Section 19a UrhG) and to reproduce it for this purpose (Section 16 UrhG). The Customer expressly receives neither a right to distribute Content (Section 17 UrhG) nor to reproduce it for this purpose (Section 16 UrhG), unless this has been expressly agreed.

(4) Depending on the agreement, the customer shall receive the right of use without a time limit or - only if expressly agreed - with a time limit.

1. temporary transfer: If THE DIGITALE transfers content to the customer on the basis of rental contract law, the customer shall only receive the right of use from THE DIGITALE for the duration of the contract, unless the parties have agreed a different license period.

2. unlimited transfer: If THE DIGITALE transfers content to the customer on the basis of purchase law or service contract or work contract law, the customer receives the right of use from THE DIGITALE without any time limit.

(5) All rights to the content and/or the work results shall remain with THE DIGITALE, unless otherwise stipulated by law or expressly agreed otherwise in the contract.

(6) If THE DIGITALE undertakes to provide content to the customer and procures this from third parties, THE DIGITALE expressly reserves the right to agree license conditions which are or have been agreed in the relationship between the third party and THE DIGITALE also in the relationship between the customer and THE DIGITALE. The same applies if THE DIGITALE provides the customer with content that is made available under open content licenses.

(7) If the parties agree, in deviation from paragraph 1, that the customer receives an exclusive right of use to individual software and other work results, in particular website designs and interface programming, the following shall apply:

1. with regard to development tools and open source components used for the creation of individual software, the customer shall only receive a simple right of use to the aforementioned extent, unless expressly agreed otherwise with express reference to development tools and/or open source components.

2. the customer shall in particular receive the right to the individual software and other work results in accordance with the scope

a) for reproduction (Section 16 UrhG, Section 69c No. 1 UrhG) e.g. installation, loading into the respective working memory, running and other storage on one or more servers (server clusters) and on any number of devices (e.g. PCs or also laptops/notebooks or other mobile devices (such as smartphones (e.g. iPhone), tablet PCs (e.g. iPad)) and

b) for distribution (Section 17 UrhG, Section 69c No. 3 UrhG) and for communication to the public, including making available to the public (Section 15 (2) UrhG, Section 19a UrhG, Section 69c No. 4 UrhG), in particular by making available for retrieval or enabling access to the software by way of application service providing or a software-as-a-service model, and

c) for editing and further development (§ 23 UrhG, § 39 UrhG, § 69c No. 2 UrhG itself or by third parties.

In the case of software, the right of use includes its use in development, test and production environments.

3. with regard to individual software, THE DIGITALE is obliged to hand over the source code. THE DIGITALE is entitled to hand over the source code: (i) on a data carrier (e.g. USB stick) on which the source code of the individual software is stored, whereby the parties agree in this case that the customer becomes the owner of the removable data carrier when it is handed over to him, or (ii) by making it available for download on a server.

4. with regard to development tools and open source components used for the creation of individual software, the customer shall only receive a simple right of use to the aforementioned extent, unless expressly agreed otherwise with express reference to development tools and/or open source components.

(8) If the parties agree that the customer receives a right to use standard software, the following shall apply:

The customer receives a non-exclusive right of use in accordance with the license conditions of the respective licensor, unless the parties have expressly agreed to a more extensive provision.

(9) The above provisions shall apply accordingly to other rights such as ancillary copyrights under the Copyright Act or rights to databases (Sections 87a et seq. UrhG).

(10) The customer shall only receive the respective right upon creation and full payment of the respective services. THE DIGITALE's consent to use before full payment has been made must be in text form to be effective and may be revoked at any time until full payment has been made.

6. Retention of title

Physical objects that THE DIGITALE supplies to fulfill a purchase or work contract remain the property of THE DIGITALE until full payment has been made.

7. Prices; Billing and payments

(1) THE DIGITALE shall provide its services for a fee, unless expressly agreed otherwise. The customer is obliged to pay the agreed remuneration to THE DIGITALE. If the amount of remuneration is not expressly agreed, the remuneration that THE DIGITALE also offers to third parties for comparable services ("list price") shall be deemed agreed.

(2) Unless otherwise stated, all prices are subject to the applicable statutory value added tax.

(3) If THE DIGITALE estimates a price, this price estimate is not a fixed or all-inclusive price, nor is it a maximum amount (cap), unless expressly agreed otherwise.

(4) If THE DIGITALE agrees remuneration with the customer for a service based on time spent, the remuneration shall be calculated on the basis of the time spent by the employees deployed in accordance with the respective contract and the hourly rate agreed for the respective employee; THE DIGITALE shall provide evidence of the time spent by means of a list showing the respective employee, his activity, the day on which the service was provided and the time spent. THE DIGITALE is entitled to round up or down the time spent in accordance with § 315 BGB (German Civil Code) in units of 0.25 hours per calendar day in accordance with the commercial rounding rule to simplify invoicing. If THE DIGITALE agrees remuneration with the customer for a service or work at a fixed price, there shall be no breakdown of the service provision in the aforementioned sense.

(5) Invoices shall be issued in euros.

(6) If THE DIGITALE provides services on the basis of service and rental contract law, THE DIGITALE is entitled to invoice on a calendar month basis and to issue invoices at the end of the calendar month to be invoiced or within a reasonable period thereafter (e.g. 15 calendar days after the end of the calendar month to be invoiced).

(7) As the debtor of a claim for payment, the customer shall be in default at the latest if he does not make payment within 30 days of the due date and receipt of an invoice or equivalent payment statement. or an equivalent payment schedule; this shall also apply if the customer has not been specifically informed of these consequences in the invoice or payment schedule. If the time of receipt of the invoice or payment schedule is uncertain, the customer shall be in default no later than 30 days after the due date and receipt of the consideration. The customer shall not be in default as long as performance is not rendered due to circumstances for which the customer is not responsible.

(8) THE DIGITALE is entitled to offset payments against the customer's oldest debt first, despite any provisions of the customer to the contrary.

(9) The customer may - without contractual restriction in accordance with the statutory provisions - offset claims insofar as his claims are undisputed or have been legally established or are ready for decision or are in a reciprocal relationship with the claims of THE DIGITALE or continue such a reciprocal relationship, e.g. insofar as the customer has claims against THE DIGITALE due to defects. If this is not the case, offsetting by the customer is excluded. The customer is only entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

(10) Paid media services

1. for the commissioning and invoicing of third-party paid media services for the customer (e.g. the paid placement of advertising and/or content of the customer in media), THE

DIGITALE shall receive a flat-rate remuneration of 15% (fifteen percent) of the media budget agreed with the customer. Accordingly, a total of 85% of the media budget is invested in paid media services (e.g. LinkedIn, Google) and 15% is paid to THE DIGITALE.

2 THE DIGITALE shall receive remuneration from the customer for the provision of campaigning services on a time basis. As a rule, THE DIGITALE shall prepare a project-specific, individual cost calculation for campaign planning, implementation, monitoring and optimization. Campaigning services may include the following services in particular: Conceptualization of the campaign; Segmentation and targeting of the target groups; Technical implementation and setup of the campaign on the platforms. Setting up the advertising accounts; setting up tracking mechanisms to measure campaign performance; setting up the advertising media; ongoing monitoring of campaign performance and KPIs; adjusting and optimizing the campaign based on the performance data; evaluating and analyzing the campaign results. .

8. Price adjustment

(1) In the case of contracts with a term of at least four months, THE DIGITALE is entitled to adjust its prices after the expiry of four months from the conclusion of the contract with a notice period of one calendar month in each case by declaration in text form (§ 126b BGB) to the customer at its reasonable discretion according to the development of the costs which are decisive for the calculation of the respective prices. A price increase may be considered and a price reduction shall be made if, for example, the personnel and wage costs for the employees used by THE DIGITALE to provide the service increase or decrease, the maintenance and procurement costs for the resources used by THE DIGITALE to provide the service increase or decrease or other changes in the economic, technical or legal environment of the information technology and communications industry lead to a changed cost situation. . ,

(2) Increases in one type of cost may only be used for a price increase to the extent that they are not offset by any decreases in costs from other areas. In the event of cost reductions, prices shall be reduced insofar as these cost reductions are not fully or partially offset by increases in other areas. When exercising its reasonable discretion, THE DIGITALE shall choose the point in time in such a way that cost reductions are not taken into account according to more unfavorable standards for the customer than cost increases, i.e. cost reductions shall have at least the same price effect as cost increases. When adjusting prices, THE DIGITALE is entitled to round the results calculated in this way to four decimal places.

(3) THE DIGITALE shall notify the customer of the price adjustment in writing (notification of change). The customer is entitled to object to the price adjustment vis-à-vis THE DIGITALE within four weeks of receipt of the notification of change. The objection must be made in writing to be effective. The price adjustment made shall be binding for the customer if the customer has not objected to it in due time and form, although THE DIGITALE has pointed out the legal consequences of failing to object in text form (§ 126b BGB) in the notification of change.

9. Acceptance

(1) Insofar as the contract is governed by the law on contracts for work and services, the customer shall be obliged to accept the work produced in accordance with the contract, unless acceptance is excluded due to the nature of the work.

(2) Acceptance cannot be refused due to insignificant defects.

(3) At THE DIGITALE's request, the customer is obliged to make an express and written declaration of acceptance. At THE DIGITALE's request, the result of the acceptance must

also be recorded in writing. The minutes must include any reservations due to known defects, as well as any objections by the customer or THE DIGITALE or any refusal of acceptance. However, the declaration of acceptance does not require any form to be effective. It may also be declared tacitly.

(4) A work shall also be deemed to have been accepted if THE DIGITALE has set the customer a reasonable deadline for acceptance after completion of the work and the customer has not refused acceptance within this deadline, stating at least one defect.

(5) The parties hereby agree that acceptance by the customer is also required for the delivery of movable items to be manufactured or produced by THE DIGITALE as well as for assembly services. In this case, acceptance shall have the following effect: If the customer has accepted a service offered to him as fulfillment, he shall bear the burden of proof if he does not wish to accept the service as fulfillment because it is different from the service owed or because it was incomplete.

10. Cooperation of the customer

(1) The contractual, in particular timely, provision of services by THE DIGITALE requires the contractual, in particular timely, provision of necessary cooperation by the customer. If the customer does not provide its cooperation services or does not provide them in accordance with the contract and it is therefore not possible or economically reasonable for THE DIGITALE to provide the services owed, THE DIGITALE's obligation to provide such services shall lapse to the extent and for the period in which their provision depends on the prior provision of the respective cooperation services by the customer. The customer shall bear any disadvantages and additional costs resulting from the customer's failure to cooperate.

(2) The cooperation services include in particular the following services of the customer:

1. the customer shall ensure that THE DIGITALE receives all necessary information in good time and that cooperation services and supplies are provided in good time, to the required extent and free of charge for THE DIGITALE.

2. the customer shall be responsible to the extent necessary for the timely provision of data to be processed and for its completeness and accuracy as well as for checking the completeness and accuracy of work results.

3. the customer shall report defects in THE DIGITALE's services in writing in a comprehensible and detailed form, stating the information useful for identifying the defect and, in particular, the work steps that led to the occurrence of the defect, its effects and the appearance of the defect.

4 Insofar as THE DIGITALE does not undertake to take over the storage of data for data backup or data archiving for the customer, the customer itself shall be responsible for data backup in accordance with the state of the art, at intervals appropriate to the application, so that it can restore the data with reasonable effort.

(3) In particular, the customer shall bear all costs,

1. which it incurs through the use of telecommunications services or other services from third parties not commissioned by THE DIGITALE, and

2. which it incurs through the procurement and provision of the IT infrastructure required to use the services of THE DIGITALE.

(4) If THE DIGITALE maintains a website for the customer, it is the customer's responsibility to ensure that the website and retrievable content do not violate the applicable statutory provisions or the rights of third parties. In particular, the customer shall be responsible for providing an imprint that meets the requirements of telemedia law and for ensuring that

the data protection declaration complies with data protection law and that copyright and/or license notices are affixed and that such copyright and/or license notices are protected against removal or deletion. THE DIGITALE itself is neither entitled nor obliged to provide legal services.

11. Rights of the customer in the event of material defects

(1) The customer shall be entitled to the statutory warranty rights in the event of material defects, unless otherwise agreed.

(2) In the event of a material defect in goods or work performance, THE DIGITALE is initially obliged and entitled to rectify the defect or make a replacement delivery at its discretion, which THE DIGITALE will do within a reasonable period of time. The rectification of defects may also consist of THE DIGITALE showing the customer reasonable options for avoiding the effects of the defect within a reasonable period of time.

(3) Claims of the customer for compensation for damages or futile expenses are limited in accordance with Section 13 and Section 14.

12. Rights of the customer in the event of defects of title; infringement of third-party property rights

(1) The customer shall be entitled to the statutory warranty rights in the event of legal defects in THE DIGITALE's services, unless otherwise agreed.

(2) In the event of a defect of title, THE DIGITALE is initially obliged and entitled, at its discretion, which THE DIGITALE will make within a reasonable period of time, to rectify the defect or supply a replacement. For this purpose, THE DIGITALE may, at its discretion, which THE DIGITALE will make within a reasonable period of time, grant the customer the necessary right (e.g. copyright right of use) to remedy the defect at its own expense. THE DIGITALE may, at its own expense, grant the customer the necessary right (e.g. copyright right of use) to remedy the defect of title or modify its service in such a way that it no longer infringes the right of the third party but continues to comply with the contractual agreements; a modification of the service in such a way that THE DIGITALE provides the customer with a legally unobjectionable opportunity to use the service provided or, at its discretion, a replaced or modified equivalent service, provided that this continues to comply with the contractual agreements, shall suffice.

(3) If a third party asserts claims that conflict with the exercise of the customer's contractually granted right of use, the customer shall inform THE DIGITALE immediately and comprehensively in writing. If the customer ceases use in order to minimize damage or for other important reasons, the customer shall be obliged to inform the third party that the cessation of use does not constitute an acknowledgement of the alleged infringement of property rights. The customer shall only conduct a legal dispute with the third party in agreement with THE DIGITALE and authorizes THE DIGITALE by this contract to conduct the dispute with the third party in and out of court alone. If THE DIGITALE makes use of this authorization, which is at the discretion of THE DIGITALE, the customer may not acknowledge the claims of the third party without the consent of THE DIGITALE; THE DIGITALE is obliged to defend the claims of the third party at its own expense.

(4) Claims of the customer for compensation for damages or futile expenses are limited in accordance with Section 13 and Section 14.

13. Liability

(1) THE DIGITALE shall be liable without contractual limitation in accordance with the statutory provisions

1. for damages, insofar as these are based on a breach of a guarantee assumed by THE DIGITALE;
2. for intent;
3. for damages, insofar as these are based on the fact that THE DIGITALE has fraudulently concealed a defect;
4. for damages resulting from injury to life, limb or health that are based on an intentional or negligent breach of duty by THE DIGITALE or otherwise on intentional or negligent conduct by a legal representative or vicarious agent of THE DIGITALE;
5. for damages other than those listed in paragraph 1, clause 4, which are based on an intentional or grossly negligent breach of duty by THE DIGITALE or otherwise on intentional or grossly negligent conduct by a legal representative or vicarious agent of THE DIGITALE;
6. in accordance with the Product Liability Act and the General Data Protection Regulation and the Federal Data Protection Act.

(2) In cases other than those listed in paragraph 1, THE DIGITALE's liability is limited to compensation for foreseeable damage typical of the contract, insofar as the damage is based on a negligent breach of material obligations by THE DIGITALE or by a legal representative or vicarious agent of THE DIGITALE. Material obligations are those whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely. Typical for the contract and foreseeable is damage that THE DIGITALE foresaw as a possible consequence of the breach of duty when the contract was concluded or should have foreseen, taking into account the circumstances that THE DIGITALE knew or should have known.

(3) In cases other than those listed in paragraphs 1 and 2, THE DIGITALE's liability for negligence is excluded.

(4) No-fault liability on the part of THE DIGITALE pursuant to Section 536a (1) Var. 1 BGB for defects that already existed at the time the contract was concluded is excluded.

(5) The objection of contributory negligence remains unaffected.

(6) The above provisions, with the exception of paragraph 4, shall apply accordingly to THE DIGITALE's liability with regard to the reimbursement of futile expenses and to liability based on tortious claims.

14. Statute of limitations

(1) Insofar as THE DIGITALE provides services on the basis of sales law (§§ 433 ff. BGB) or the law of contracts for work and materials (§ 651 BGB), e.g. for the delivery of goods, the limitation period shall be without contractual restriction in accordance with the statutory provisions

1. claims of the customer against THE DIGITALE in the event of liability due to intent;
2. claims of the customer against THE DIGITALE due to defects in the goods, insofar as THE DIGITALE has fraudulently concealed the defect or has assumed a guarantee for the quality of the goods;
3. claims of the customer against THE DIGITALE due to defects in the goods if the defect consists of a right in rem of a third party on the basis of which the return of the goods can be demanded;
4. claims of the customer for compensation for damages
 - a) which are based on an intentional or grossly negligent breach of duty by THE DIGITALE or otherwise on intentional or grossly negligent conduct by a legal representative or vicarious agent of THE DIGITALE;
 - b) from injury to life, limb or health resulting from an intentional or negligent breach of duty by THE DIGITALE or otherwise

from intentional or negligent conduct by a legal representative or vicarious agent of THE DIGITALE;

5. claims under the Product Liability Act and under the General Data Protection Regulation and the Federal Data Protection Act.

In cases other than those listed in sentence 1, the limitation period for customer claims due to material defects of the goods shall be one year from delivery of the goods.

(2) Insofar as THE DIGITALE provides services on the basis of the law on contracts for work and services (§§ 631 ff. BGB) and the subject of the contract is a work, the success of which consists in the manufacture, maintenance or modification of an item or in the provision of planning or monitoring services for this, para. 1 sentence 1 nos. 1, 3, 4 and 5 shall apply, and claims of the customer against THE DIGITALE for defects in the work shall also become time-barred without contractual limitation in accordance with the statutory provisions, insofar as THE DIGITALE has fraudulently concealed the defect or has assumed a guarantee for the quality of the work. In cases other than those listed in sentence 1, the limitation period for claims by the customer due to material defects in the work is one year from acceptance.

15. Force majeure

(1) If and as long as a case of force majeure exists, THE DIGITALE is not obliged to provide the service. Force majeure includes in particular (i) a strike at THE DIGITALE's premises, (ii) a lockout at THE DIGITALE's premises, (iii) delays or failures in the supply of THE DIGITALE by suppliers caused by force majeure, (iv) power failures and interruptions or destruction of data-carrying lines outside THE DIGITALE's area of responsibility, (v) official or court orders for which THE DIGITALE is not responsible, (vi) plague, epidemic, pandemic, natural disaster or extreme natural event, and (vii) attacks and assaults (e.g. by malware (such as e.g. by malware (such as viruses or DoS attacks)) which THE DIGITALE could not have averted even with reasonable care in the circumstances of the case. Force majeure is not excluded if THE DIGITALE is obliged to implement security measures.

(2) Each party shall do everything in its power that is necessary and reasonable to mitigate the extent of the consequences caused by the force majeure. THE DIGITALE shall notify the customer within a reasonable period of time if a case of force majeure occurs and when performance can be expected to resume. As soon as it is established that the force majeure will last longer than six (6) months, either party shall be entitled to terminate the contract extraordinarily for good cause.

16. Reference

THE DIGITALE is entitled to name the customer as a reference for the services that THE DIGITALE provides or has provided for the customer on its website and in print and e-mail advertising to third parties.

17. Data protection

(1) Both parties shall fulfill their statutory data protection obligations. This applies in particular to the obligation of employees to maintain data secrecy.

(2) If the customer commissions THE DIGITALE to process personal data on its behalf, THE DIGITALE is not obliged to provide services until the customer has created the necessary legal requirements, e.g. has concluded an order processing agreement with THE DIGITALE that meets the applicable legal requirements. The conclusion of a data processing agreement is not a prerequisite for the conclusion or validity of the contract under which THE DIGITALE undertakes to provide the services.

18. Transfer of rights and obligations; contract transfer

(1) The transfer of rights and obligations arising from the contract is only permitted with the prior written consent of the other party, unless the transfer notified in writing is made to an affiliated company within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) at the relevant time of the transfer taking effect. The parties agree that the aforementioned consent may not be unreasonably withheld. The assignment of monetary claims requires neither notification nor consent.

(2) Each party is entitled to transfer the contract to another company (acquiring company). The effectiveness of the transfer requires in particular

1. that the acquiring company is an affiliated company of the transferring party within the meaning of Sections 15 et seq. AktG, and

2. that the acquiring company has its registered office within the Federal Republic of Germany at the time the transfer of the contract takes effect and

3. that the transferring company has notified the other party of the following information: (i) the transfer and the date on which it is to take effect; (ii) the identity of the acquiring company (e.g. company name, company register and register number); (iii) the postal address of the acquiring company to which declarations can be sent.

(3) The transfer of the contract shall take effect at the earliest three months after the customer has received the notification in accordance with paragraph 2 no. 3 in the correct form.

(4) The other party is entitled to object to the takeover of the contract for good cause within a period of two months after receipt of the notification in due form. Such good cause is, for example, the inability of the acquiring company to provide the contractually agreed services. The objection must be in text form to be effective.

19. General provisions

(1) The contract shall be governed by the law of the Federal Republic of Germany to the exclusion of recourse and further references and to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(2) The place of jurisdiction for all disputes arising from or in connection with the contract between THE DIGITALE and customers who are merchants, legal entities under public law or special funds under public law is, at the discretion of THE DIGITALE, the respective registered office of the customer or the respective registered office of THE DIGITALE; for actions against THE DIGITALE, the respective registered office of THE DIGITALE is the exclusive place of jurisdiction for the aforementioned disputes. For all disputes arising from or in connection with the contract between THE DIGITALE and customers who are not merchants, legal entities under public law or special funds under public law and a) who also have no general place of jurisdiction in Germany or b) who move their domicile or usual place of residence outside the Federal Republic of Germany after conclusion of the contract or c) whose domicile or usual place of residence is not known at the time the action is brought, the exclusive place of jurisdiction is also the respective registered office of THE DIGITALE. Mandatory statutory provisions on exclusive places of jurisdiction, including Section 689 (2) of the German Code of Civil Procedure (ZPO), shall remain unaffected by sentence 1, sentence 2 and sentence 3.

(3) Unless otherwise specified, the contract comprises all agreements made between the parties with regard to the subject matter of the contract up to the conclusion of the contract. In this respect, the rights and obligations of the parties are set out exclusively in the contract and its annexes. Any previous oral or written agreements between the parties with regard to the subject matter of the contract are or become invalid upon conclusion of the contract.

(4) Amendments or additions to the contract, including the waiver of this formal requirement, must be made in writing to be effective. Deviating individual contractual agreements shall take precedence.

(5) The assurance of properties by THE DIGITALE as well as declarations by the customer regarding reminders, setting deadlines, rescission, reduction, exercise of withdrawal, termination or assertion of claims for damages must be made in writing to be effective.

(6) Insofar as the parties have agreed in this contract or agree in the future that a declaration must be made in writing to be effective, telecommunication transmission by e-mail and, in the case of a contract, the exchange of declarations that satisfy the written form requirement shall be sufficient to comply with this requirement. § However, Section 127 (2) and (3) BGB shall not otherwise apply.

(7) If provisions of the contract are invalid or unenforceable in whole or in part, the remainder of the contract shall remain valid. Insofar as the provisions are invalid, the content of the contract shall be governed by the statutory provisions. The invalid provision shall be replaced by a legally permissible provision that comes closest to what the parties intended according to the origin, meaning and purpose of the invalid or unenforceable provision. This also applies to any loopholes.

(8) The parties may translate the contract into other languages for information purposes, but only the original German version shall be authoritative.